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UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF OREGON

In re

4 Him Food Group, LLC, an Oregon
corporation, dba **Cosmos Creations**,

Debtor.

Case No. 19-62049-tmr11

**SUPPLEMENTAL DECLARATION OF
JOHN P. STRASHEIM IN SUPPORT OF
FIRST-DAY PLEADINGS**

I, John P. Strasheim, declare pursuant to 28 U.S.C. § 1746 and state as follows:

1. I am the Chief Executive officer for 4 Him Food Group, LLC, d/b/a
Cosmos Creations (“**Cosmos**” or the “**Debtor**”), the debtor in the above-captioned chapter 11
case.

2. On July 2, 2019, I filed a Declaration In Support of First-Day Pleadings
(Dkt. #5) (the “**First-Day Declaration**”).

3. I am submitting this Supplemental Declaration to clarify certain statements in the First-Day Declaration.

4. Specifically, in the First-Day Declaration, I stated that the Debtor has entered into an agreement with Dominguez Family Enterprises, Inc., the owner of the Juanita's Fine Foods Inc. brand in Hood River, Oregon (collectively, "**Juanita's**"), pursuant to which Juanita's agreed to purchase substantially all the assets of the Debtor. *See* First-Day Declaration, ¶¶ 16-17.

5. I further stated that the terms of the agreement are "memorialized in a formal Asset Purchase Agreement," and that the Debtor "has entered into an Asset Purchase Agreement" to sell its assets. *Id.*, ¶¶ 18, 65.

6. As stated in the First-Day Declaration, the Debtor has entered into a written agreement with Juanita's. That agreement is in the form of a Letter of Intent signed by both sides, pursuant to which Juanita's has agreed to purchase and the Debtor has agreed to sell substantially all the assets of the Debtor, and which Letter of Intent sets forth all of the key terms and details of such purchase.

7. In addition, an Asset Purchase Agreement has been drafted and circulated among the parties.

8. We had hoped to have the Asset Purchase Agreement finalized and signed before filing the chapter 11 case, and the First-Day Declaration (including Paragraphs 18 and 65) was drafted in anticipation of that event having taken place.

9. However, because of a scheduled foreclosure sale of the Debtor's assets scheduled for July 3, 2019 (*see* First-Day Declaration, ¶ 14), the Debtor was forced to commence this case before the Asset Purchase Agreement was finalized and signed.

10. The statements in Paragraphs 18 and 65 of the First-Day Declaration that the parties have entered into a formal Asset Purchase Agreement are therefore unclear to the extent they imply the APA has been finalized and signed, which it has not.

11. The Debtor expects the Asset Purchase Agreement to be finalized, and a sale motion filed, within the next few weeks.

12. In the meantime, I wanted to make sure the record is clear and accurate concerning the status of the proposed sale transaction.

I declare under penalty of perjury under the laws of the United States of America and the State of Oregon that the foregoing is true and correct.

DATED July 6, 2019, at Junction City, Oregon.

/s/ John P. Strasheim
John P. Strasheim